GENERAL PROVISIONS

Fixed Price – Supplies and Services

Not Applicable to Commercial Items Procurement

For the Pacific Northwest National Laboratory
Operated by Battelle Memorial Institute

Battelle Memorial Institute has executed and is engaged in the performance of Prime Contract DE-AC05-76RL01830 with the United States Department of Energy (DOE), for the management, operation, and maintenance of the Pacific Northwest National Laboratory (PNNL) in Richland, Washington. This contract is entered into in furtherance of the performance of the work provided in the Prime Contract, and is subject to the following general provisions:

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Definitions *(cl. 301 – Oct 2008)*

A. The terms "Battelle," "Pacific Northwest National Laboratory," "PNNL," and "Laboratory" mean Battelle Memorial Institute, Pacific Northwest Division.

B. The term "Government" means the Government of the United States of America.

C. The term "DOE" means the U.S. Department of Energy.

D. "Battelle Contracts Representative" means an employee of Battelle Memorial Institute, Pacific Northwest Division, acting within the limits of a written authorization to execute legally binding commitments on behalf of Battelle.

E. Except as otherwise provided in this contract, the term "Contract" includes this purchase order or subcontract and the term "Subcontract" refers to lower-tier subcontracts.

Acceptance of Contract Terms and Conditions *(cl. 302 - Oct 2008)*

The Contractor, by signing this Contract or performing the services and/or delivering the supplies identified herein, agrees to comply with all the terms and conditions and all specifications and other documents that this Contract incorporates by reference or attachment. Battelle hereby objects to any terms and conditions contained in any acknowledgment of this Contract that are different from or in addition to those mentioned in this document. Failure of Battelle to enforce any of the provisions of this Contract shall not be construed as evidence to interpret the requirements of this Contract, nor a waiver of any requirements, nor of the right of Battelle to enforce each and every provision. All rights and obligations shall survive final performance of this Contract.

Order of Precedence *(cl. 309 – May 2012)*

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

A. The Schedule (excluding the specifications or statement of work)

B. Representations and other instructions

C. General Provisions

D. Other documents, exhibits, and attachments

E. The specifications or statement of work

Assignment *(cl. 357 - Jan 2003)*

Battelle may assign this contract to the U.S. Department of Energy (DOE) or a designee of DOE. Upon receipt by the Contractor of written notice that DOE or its designee has been assigned this contract, Battelle shall be relieved of all responsibility hereunder, and the Contractor shall thereafter look solely to the assignee for performance of Battelle's obligations.

The Contractor shall not assign this contract or any interest therein, nor claims thereunder without the prior written consent of Battelle or Battelle's assignee. Any assignment, by operation of law or otherwise, without prior written consent of Battelle or Battelle's assignee shall be void.

Bankruptcy *(cl. 318 - Nov 2008)*

If the Contractor enters into any proceeding related to bankruptcy, it shall give written notice to the Battelle Contracts Representative via certified mail within five days of initiation of the proceeding. The notification shall include the date on which the proceeding was filed, the identity and location of the court, and a listing of the Battelle purchase orders, contracts, or agreements affected.

Pacific Northwest National Laboratory or Battelle Name *(cl. 374 – Oct 2008)*

The Contractor agrees not to use Pacific Northwest National Laboratory's or Battelle's name or identifying characteristics for advertising, sales promotion, raising of capital, recommending investments or other publicity purposes that implies endorsement by the Pacific Northwest National Laboratory or Battelle without the prior written consent of Battelle. This clause shall survive the termination or expiration of this contract.

Permits and Responsibilities *(cl. 358 - Nov 1991)*

The Contractor is an independent contractor, not an agent or employee of Battelle. The Contractor shall, without additional expense to Battelle or the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

Taxes *(cl. 354b - Apr 1984)*

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties. (Washington State Contractors Note: The supplies/services specified herein are deemed to be for resale to DOE and are exempt from Washington Retail Sales Tax.)

Changes – Fixed Price *(cl. 346b – Sep 2007)*

The Battelle Contracts Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

A. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for Battelle in accordance with the drawings, designs, or specifications.

B. Method of shipment or packing.

C. Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Battelle Contracts Representative shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Battelle Contracts Representative decides that the facts justify it, the Battelle Contracts Representative may receive and act upon a proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Battelle Contracts Representative shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause

shall excuse the Contractor from proceeding with the contract as changed.

Invoices and Payment *(cl. 350 – Oct 2008)*

Contractor shall submit its invoice at the time of final shipment or final completion of the services, unless otherwise provided in the Contract Schedule or Purchase Order. Invoices shall reference the Battelle Purchase Order number and include a complete description of the ordered items, prices, ship dates, and other documentation as required by the Contract Schedule or Purchase Order. Whenever possible, invoices should be sent electronically to ap.invoices@pnnl.gov. Failure to comply with any of these requirements may result in a delay in payment of the invoices.

Payment shall be made for items delivered to the specified delivery destination, and for services completed and accepted by Battelle. Unless otherwise provided in the Contract Schedule or Purchase Order, the terms of payment shall be 30 days after receipt of the Contractor's properly submitted invoice. Any offered discount shall be taken if payment is made within the discount period indicated by the Contractor. Payments may be made by check or by electronic funds transfer, at the option of Battelle. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made.

Title and Risk of Loss *(cl. 378d – Nov 2008)*

Unless the contract specifically provides otherwise, title to the items purchased under this Contract shall pass directly to the Government upon, and the risk of loss or damage to the items provided under this contract shall remain with the Contractor until, and shall pass to Battelle upon:

A. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

B. Delivery of the supplies to Battelle at the destination specified in the contract, if transportation is f.o.b. destination.

However, (1) if the Contract provides for formal acceptance of any items by Battelle, then title to such items shall pass directly to the Government upon such formal acceptance; and (2) the title and risk of loss or damage to items that are non-conforming shall remain with the Contractor until acceptance of the items by Battelle as conforming.

Contract Administration *(cl 384 - Feb 2015)*

A. The Contractor's progress and compliance with the technical requirements of this contract may be monitored for Battelle by a Technical Oversight Representative. The name of the Technical Oversight Representative, if one is designated, will be furnished the Contractor by the Battelle Contracts Representative.

B. The Battelle Technical Oversight Representative is authorized to receive information, conduct inspections of work in process and witness Contractor tests. He/she has <u>no authority</u> to (1) change or waive any provision of this contract, including but not limited to statements of work, drawings, specifications and standards, whether attached or incorporated by reference; (2) provide interpretations of any provision or requirement of this contract; (3) direct, advise, or recommend any particular course of conduct on the part of the Contractor; or (4) create any legally binding commitment on behalf of Battelle.

C. The Contractor is solely responsible for strict compliance with all requirements of this contract. No notice, communication or representation in any form or from any person other than a Battelle Contracts Representative shall be effective to relieve the Contractor of such obligation or to stop Battelle from enforcing the contract exactly according to its written terms.

Inspection of Supplies – Fixed Price *(cl. 379c - Aug 1996)*

A. Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

B. The Contractor shall provide and maintain an inspection system acceptable to Battelle covering supplies under this contract and shall tender to Battelle for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to Battelle during contract performance and for as long afterwards as the contract requires. Battelle may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

C. Battelle has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. Battelle shall perform inspections and tests in a manner that will not unduly delay the work. Battelle assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

D. If Battelle performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, Battelle shall bear the expense of inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, Battelle shall not be liable for any reduction in the value of inspection or test samples.

E. 1. When supplies are not ready at the time specified by the Contractor for inspection or test, the Battelle Contracts Representative may charge to the Contractor the additional cost of inspection or test.

2. The Battelle Contracts Representative may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

F. Battelle has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Battelle may reject nonconforming supplies with or without disposition instructions.

G. The Contractor shall remove supplies rejected or required to be corrected. However, the Battelle Contracts Representative may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

H. If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, Battelle may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Battelle Contracts Representative may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

I. 1. If this contract provides for the performance of Battelle quality assurance at source and if requested by Battelle, the Contractor shall furnish advance notification of the time—

   a. When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

   b. When the supplies will be ready for Battelle inspection.

   2. Battelle's request shall specify the period and method of the advance notification and the Battelle representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Battelle representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

J. Battelle shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Battelle's failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on Battelle, for nonconforming supplies.

K. Inspections and tests by Battelle do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

L. If acceptance is not conclusive for any of the reasons in Paragraph K hereof, Battelle, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor—

   1. At no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at Battelle's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Battelle Contracts Representative; provided, that the Battelle Contracts Representative may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

   2. Within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if Battelle elects not to require correction or replacement.

M. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in Paragraph L.1. or L.2. of this clause and does not cure such failure within a period of 10 days (or such longer period as the Battelle Contracts Representative may authorize in writing) after receipt of notice from Battelle specifying such failure, Battelle shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned Battelle thereby.

Inspection of Services – Fixed Price *(cl. 379b - Aug 1996)*

A. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to Battelle covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Battelle during contract performance and for as long afterwards as the contract requires.

C. Battelle has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. Battelle shall perform inspections and tests in a manner that will not unduly delay the work.

D. If Battelle performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

E. If any of the services do not conform to contract requirements, Battelle may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, Battelle may—

1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
2. Reduce the contract price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, Battelle may—
1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
2. Terminate the contract for default.

Warranty *(cl. 383 – Jan 2010)*

The Contractor warrants that the supplies delivered under this contract shall be new, unless otherwise specified in the contract schedule, free from defects in material and workmanship, of the most suitable grade of their respective kinds for the purpose, and comply with all requirements set forth in this Contract until 365 days after acceptance by Battelle. If a defect is discovered in any item covered in this Contract, the Contractor shall correct, at its expense, such defects as are reported within the Contractor's applicable warranty period for the items.

Contractor further warrants that services provided shall reflect the highest standards of professional knowledge and judgment, shall be free from defects in workmanship, and shall be in compliance with all requirements of this Contract until 365 days from the completion of the services. Contractor shall correct any nonconformity with this warranty at its expense, as direct by Battelle, by promptly re-performing the nonconforming services or (2) paying Battelle a portion of the Contract price as Battelle determines is equitable under the circumstances.

If Contractor fails to perform its obligations promptly under this clause, Battelle may perform, or have performed, such obligations, and Contractor shall pay Battelle all charges occasioned thereby.

The rights and remedies provided by such warranties shall be in addition to and shall not limit any rights afforded to Battelle by any other provision of this Contract.

Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud, or such gross mistakes as amount to fraud, latent defects, or specific failure to comply with the terms of this Contract.

Insurance – Liability to Third Persons *(cl. 378b - Mar 1996)*

A. 1. Except as provided in Paragraph A.2 of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Battelle Contracts Representative may require under this contract.
2. The Contractor may, with the approval of the Battelle Contracts Representative, maintain a self-insurance program, provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
3. All insurance required by this paragraph shall be in a form and amount and for those periods as the Battelle Contracts Representative may require or approve and with insurers approved by the Battelle Contracts Representative.

B. The Contractor agrees to submit for the Battelle Contracts Representative's approval, to the extent and in the manner required by the Battelle Contracts Representative, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

C. The Contractor shall be reimbursed—
1. For that portion—
a. Of the reasonable cost of insurance allocable to this contract; and
b. Required or approved under this clause; and
2. For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by Battelle. These liabilities are for—
a. Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or
b. Death or bodily injury.

D. Battelle's liability under Paragraph C of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

E. The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)—
1. For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;
2. For which the Contractor has failed to insure or to maintain insurance as required by the Battelle Contracts Representative; or
3. That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of—
a. All or substantially all of the Contractor's business;
b. All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
c. A separate and complete major industrial operation in connection with the performance of this contract.

F. The provisions of Paragraph E of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

G. If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—

1. Immediately notify the Battelle Contracts Representative and promptly furnish copies of all pertinent papers received;
2. Authorize Battelle representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

Authorize Battelle representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by Battelle, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Battelle representatives in any such claim or litigation.

Laws, Regulations, DOE Directives, and Indemnification *(cl. 3121 – Mar 2014)*

A. In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency, DOE, or the Battelle Contracts Representative. Applicable DOE Directives have been incorporated, as appropriate, into other requirements of this contract.

B. Except as otherwise directed by the Battelle Contracts Representative, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

C. To the extent authorized by law, Contractor shall indemnify and hold harmless the Government, Battelle, and each of their respective officers, directors, employees, agents, and successors in interest from and against all liability, claims, suits, damages, losses, costs, fines, civil penalties, remediation, or corrective actions, and any associated expense (including, without limitation, costs of: (i) defense; (ii) settlement; (iii) reasonable attorney's fees; and (iv) costs incurred in enforcing this indemnification) arising out of Contractor's non-compliance with any such laws and regulations.

D. Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

Workers' Compensation *(cl. 323 - Nov 1983)*

The Contractor shall comply with State Industrial Insurance or Workers' Compensation and Unemployment Compensation Laws of any state in which work is performed, to the extent such laws are applicable.

Notice of Labor Disputes *(cl. 359 - Feb 1997)*

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Battelle Contracts Representative.

Classified Inventions *(cl. 372 – Aug 2002)*

Applies to contracts that cover or are likely to cover subject matter classified for reasons of security.

A. Approval for filing a foreign patent application. The Contractor shall not file, or cause to be filed, an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the DOE Contracting Officer.

B. Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

C. Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.

Disputes *(cl. 331 - Nov 2014)*

Except as otherwise provided or agreed, any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon filing of a legal action by the aggrieved party. It is further agreed by the Contractor that litigation shall be limited and confined exclusively to Federal District Court, with venue in the U.S. District Court for Eastern Washington, located in Richland, Washington. In the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in Benton County Superior Court, located in Kennewick, Washington. Resolution of any substantive issue of law shall be determined in accordance with the body of applicable Federal procurement law. If there is no applicable Federal procurement law, the law of the State of Washington shall apply in the determination of such issues. During the pendency of any dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of Battelle.

Contractor Publication and Release of Information *(cl. 3701 - May 2007)*

Contractor agrees to allow Battelle to review a copy of any Contractor manuscript that will be submitted for publication or any scientific or technical information generated under this Contract. This review will be facilitated by the Contractor submitting the manuscript to the Battelle Contracts Representative no less than thirty (30) days prior to Contractor's manuscript submission for publication or release of scientific or technical information outside of Contractor's control. Battelle shall review Contractor's manuscript or scientific and technical information consistent with Battelle's information release policies then in effect and may submit any of Contractor's scientific and technical information to the U.S. Department of Energy's (DOE) Office of Scientific and Technical Information (OSTI) as required by Battelle's contract for the management and operation of the Pacific Northwest National Laboratory or any DOE Order made applicable to Battelle thereunder. Battelle's review and submission of Contractor's manuscripts or scientific and technical information does not absolve Contractor's duties to comply with any information or data review, reporting, or disclosure requirements made applicable to Contractor under this Contract.

Contractor agrees to amend any manuscript or scientific and technical information release to remove any information that Battelle identifies which is necessary to protect—(1) Battelle's or the U.S. Government's rights in patentable subject matter conceived or first reduced to practice by Battelle; or (2) proprietary information provided to Contractor under this Contract.

Default – Fixed Price Supply and Service *(cl. 365c - Dec 1985)*

A. Battelle may, subject to the provisions of Paragraph C of this clause, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

   1. If the Contractor fails to perform the work called for by this contract within the time(s) specified herein or any extension thereof; or

   2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to prosecute the work as to endanger performance of this contract; or

   3. If the Contractor ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature); or

   4. If any proceeding for bankruptcy or insolvency is brought by or against the Contractor under bankruptcy or insolvency laws.

B. In the event Battelle terminates this contract in whole or in part as provided in Paragraph A of this clause, Battelle may procure, upon such terms and in such manner as it may deem appropriate, work similar to the work so terminated and the Contractor shall be liable for any excess costs for such similar work: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. Except with respect to defaults of subcontractors, the Contractor shall not be terminated for default if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of either of them, the Contractor shall not be terminated for default for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule or other performance requirement.

D. If this contract is terminated as provided in Paragraph A of this clause, Battelle, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver, in the manner and to the extent directed by Battelle, any of the completed or partially completed work not theretofore delivered to, and accepted by, Battelle and any other property, including contract rights, specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon the direction of Battelle, protect and preserve property in the possession of the Contractor in which Battelle has an interest. Battelle shall pay to the Contractor the contract price, if separately stated, for completed work accepted by Battelle and the amount agreed upon by the Contractor and Battelle for 1) completed work for which no separate price is stated, 2) partially completed work, 3) other property described above which is accepted by Battelle, and 4) the protection and preservation of property. Failure to agree shall be a dispute within the meaning of the clause entitled "Disputes." Battelle may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as Battelle determines to be necessary to protect Battelle against loss because of outstanding liens or claims of former lien holders.

E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of Paragraph C of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably

adjusted to compensate for such termination and the contract modified accordingly. Failure to agree to any such adjustment shall be a dispute within the meaning of the clause of this contract entitled "Disputes."

F. The rights and remedies of Battelle provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

G. As used in Paragraph C of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

Compliance with Internet Protocol Version 6 (IPv6) in Acquiring Information Technology *(cl. 3750 - Aug 2011)*

This clause applies when information technology (e.g., Ethernet cards, network switches, routers, printers, related software, and commercial services for connectivity) will be delivered as a part of this contract.

A. This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The contractor agrees that—

1. all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products

2. it has IPv6 technical support for development and implementation and fielded product management available.

B. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to—

1. obtain the Battelle Contracts Representative's approval before starting work on the deliverable

2. provide a migration path and firm commitment to upgrade to IPv6 for all application and product features.

3. have IPv6 technical support for development and implementation and fielded product management available.

C. Should the contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Battelle Contracts Representative of such nonconformance and act in accordance with instructions of the Battelle Contracts Representative.

Foreign Travel *(cl. 366 - Mar 2013)*

A. Foreign travel means approved travel (whether wholly or partly on official business) from the United States (including Alaska, Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, and the territories and possessions of the United States) to a foreign country and return, travel between foreign countries, by persons, including foreign nationals, whose salaries or travel expenses or both will ultimately be funded in whole or in part by DOE or NNSA from its appropriations. Official foreign travel also includes travel funded by non-DOE or non-NNSA sources for which the traveler represents the Department or NNSA or conducts business on behalf of the U.S. Government.

B. Foreign travel in connection with the performance of this contract shall be subject to the prior approval of DOE and shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any subsequent version of the order in effect at the time of award.

C. Requests for approval of each separate trip shall be submitted to the Battelle Contracts Representative no less than sixty days prior to a planned departure date. The Contractor will not incur any travel costs until after it receives notice of Advanced Travel Request approval from the Battelle Contracts Representative.

D. For any foreign travel in connection with conferences, Contractor shall ensure that information for conference attendance, including but not limited to agenda and presentation, is submitted to the Battelle Contracts Representative with the initial travel request.

E. Personal leave in conjunction with Contractor's authorized foreign travel may be granted on a two business days to one personal day (2:1) ratio. Travel days to and from business location will be considered business days. All expenses associated with Contractor's personal leave while on foreign travel shall be borne by Contractor and are not reimbursable by Battelle.

Suspect Material *(cl. QA-179 – Aug 2011)*

The Contractor shall assure that all products delivered on this contract do not contain suspect/counterfeit parts as indicated in the S/CI Awareness Training Manual (PDF) http://energy.gov/sites/prod/files/2014/06/f16/SCI_Training_Manual.pdf. If suspect/counterfeit parts are discovered, this may be cause for rejection of the entire shipment and will be reported to the U.S. Department of Energy, Office of Inspector General for possible investigation. The discrepant product(s) will be returned at the Contractor's expense. In addition, the contract may be terminated for default.

Insurance Requirements *(cl. 378, Nov 2014)*

A. Contractor shall purchase and maintain during the term of this Contract, at its own expense, and any extensions thereof, insurance in amounts reasonable and customary for the industry in which Contractor is engaged. Contractor shall maintain all insurance which is required by any law, statute, ordinance, or regulation of any jurisdiction having authority in whole or in part over the Contractor's operations or Contract activities, including without limitation any non-U.S. jurisdictions. Nevertheless, the following minimum insurance coverage shall be maintained:

1. Workers Compensations: Statutory

2. Employers' Liability: $100,000 per occurrence

3. Commercial General Liability (including contractual and products and completed operations liability): $500,000 per occurrence

4. Business Auto Liability (to include bodily injury and property damage liability covering the operation of all autos owned and unowned used in connection with performance of contract): $200,000 per person; $500,000 per occurrence for bodily injury; and $20,000 per occurrence for property damage

5. Any additional insurance which may be required by Battelle or the Department of Energy

B. The insurance coverage shall be with insurer(s) that are satisfactory to Battelle. Battelle shall be designated as an Additional Insured under the Commercial General Liability, Business Auto Liability, and any Umbrella coverages. Contractor's insurance shall be primary and non-contributing over any and all insurance that may be maintained by Battelle. Contractor and its insurer(s) shall waive all rights of subrogation against Battelle, its officers, directors, agents, trustees and employees.

C. Contractor shall furnish to Battelle Certificates of Insurance evidencing compliance with the insurance requirements herein. These certificates shall provide for at least 30 days prior written notice to Battelle of any cancellation, non-renewal, or material reduction in coverage. These certificates shall be provided prior to the initiation of contract activities and upon each policy renewal for a total of three years after termination or expiration of this Contract. Failure of Battelle to notify Contractor of any non-compliance with the provisions of this Contract shall not constitute a waiver of Contractor's obligations under this Contract. Battelle does not warrant or represent that the minimum amounts of coverage required are sufficient to protect the Contractor in fulfilling its obligations under this subcontract. Such minimum insurance limits shall not limit Contractor's liability under this Contract. Contractor shall require any lower-tier subcontractors to satisfy the requirements of this provision.

Collective Bargaining Agreements *(cl. 397 - Dec 2000)*

When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause in any subcontracts for protective services or other services performed on the DOE-owned site which will affect the continuity of operation of the facility.

Sustainable Acquisition Requirements *(cl. 381 - Oct 2015)*

Battelle is committed to managing its operations in a sustainable manner which promotes the natural environment and protects the health and well-being of its employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide products that comply with Federal law as follows (regardless of any notations on the respective websites):

Recycled Content as designated by the Environmental Protection Agency (EPA) - http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm

Biobased Products as designated by the United States Department of Agriculture (USDA) - http://www.biopreferred.gov/BioPreferred/faces/pages/ProductCategories.xhtml

Energy-Efficient Products such as Energy Star certified and FEMP-designated products - http://www.energystar.gov/index.cfm?c=product_specs.pt_product_specs and http://www1.eere.energy.gov/femp/technologies/eep_purchasingspecs.html

Water-Efficient Products as designated by the EPA for their WaterSense® label program - http://www.epa.gov/watersense/products/index.html

Environmentally preferable and energy efficient electronics, including desktop computers, laptops and monitors, as specified at the Green Electronics Council's Electronic Products Environmental Assessment Tool (EPEAT) registry- http://ww2.epeat.net/searchoptions.aspx)

Non-Ozone Depleting Alternative Products as designated by the EPA - http://www.epa.gov/ozone/snap/index.html

Low-Emitting Volatile Organic Compounds (VOC) Materials as designated by the Federal Leadership in High Performance and Sustainable Buildings Guiding Principles (including adhesives, sealants, paints, carpet systems, and furnishings) for building modifications, maintenance, and cleaning - http://www.epa.gov/greeningepa/projects/requirements.htm

Environment, Safety, and Health Requirements - Offsite *(cl. 3113e – May 2012)*

A. In performing work under this contract at its own facilities or any other location that is not a DOE-owned or leased facility, the Contractor shall comply with all applicable federal, state, and local environment, safety, and health laws and regulations. The Contractor shall also perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of environment, safety, and health functions and activities becomes an integral but visible part of the Contractor's work planning and execution processes.

B. The Contractor is responsible for its subcontractors' compliance with the environment, safety, and health requirements of this contract.

U. S. Federal Tax Withholding and Reporting, and Foreign Tax Credits *(cl. 355 - June 2012)*

Contractor agrees to cooperate fully with Battelle in providing any tax documentation that is required in support of any U.S. federal tax withholding or reporting responsibility, including but not limited to IRS Forms W-9, 8233, W-8BEN, W-8IMY, W-8EXP, or W-8ECI as applicable. It is understood that tax certification forms are required even where tax withholding will take place; however where a lesser amount of tax withholding, or exemption from tax withholding is allowed through the submission of the form, Battelle will make all commercially reasonable efforts where legally possible to honor the claim. Completion of the required tax forms is a condition of this contract, and any such forms must be completed prior to any payment taking effect. Battelle will act in compliance with U.S. federal tax withholding and reporting laws and will deduct any and all applicable U.S. federal withholding taxes from payments to Contractor wherever required by law. Contractor acknowledges that such withholding by Battelle does not relieve Contractor of liability to pay taxes in the event that any taxing authority should determine that the amount of withholding is inadequate.

Further, if this is a cost reimbursement contract and Contractor obtains a foreign tax credit that reduces its U.S. Federal income tax liability because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to Battelle.

Export Control *(cl. 398 – July 2012)*
The parties understand that materials and information resulting from the performance of this contract may be subject to export control laws and that each party is responsible for its own compliance with such laws.

Information Technology *(cl.399 – Nov 2012)*

All information technology software, systems, and services delivered under this contract shall include the use of common security configurations available from the National Institute of Standards and Technology's Computer Security Resource Center website at http://csrc.nist.gov/, unless otherwise specified by Battelle in the Statement of Work or technical specifications.

Clauses Incorporated by Reference *(cl. 3001-FP – Oct 2011)*

The following additional Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses, which may be located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of the Contract and as prescribed below. Except as otherwise defined herein, as used in the clauses incorporated by reference, the term "Government" shall mean Battelle Memorial Institute and "Contracting Officers" shall mean Battelle Contracts Representative. However, as used in FAR clauses 52.227-1, -2, -3, -10, -14, -16 and DEAR clauses 952.227-11, -13, and 970.5227-1, -4, -5, -8 "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC05-76RL01830 with Battelle Memorial Institute (Prime Contract), "Patent Counsel" shall mean the DOE Patent Counsel assisting the procuring activity which has administrative responsibility for the Prime Contract, and "Government" shall mean the U.S. Government.

The Contractor shall include the listed clauses in its subcontracts at any tier to the extent applicable.

FAR 52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010) – *applies if the contract value exceeds $5,000,000 and the performance period is more than 120 days.*
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
FAR 52.222-21	Prohibition of Segregated Facilities (Apr 2015)
FAR 52.222-26	Equal Opportunity (Apr 2015) - *The Equal Employment Opportunity Act Poster referenced in paragraph (c)(3) of the above clause may be downloaded from the U.S. Department of Labor website at www.dol.gov/elaws/posters.htm*
FAR 52.222-29	Notification of Visa Denial (June 2003) – *applies when the Equal Opportunity clause is used and when the work is required to be performed in a foreign country.*
FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
FAR 52.224-1	Privacy Act Notification (Apr 1984) – *applies when contracts requires the design, development, or operation of a system of records on individuals.*
FAR 52.224-2	Privacy Act (Apr 1984) – *applies when contracts requires the design, development, or operation of a system of records on individuals.*
FAR 52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
FAR 52.227-3	Patent Indemnity (Apr 1984) – *applies as required by FAR 27.201-2(c)(1)*
FAR 52.227-10	Filing of Patent Applications – Classified Subject Matter (Dec 2007) – *applies if the Contract involves a classified solicitation or contract or a solicitation or contract where the nature of the work reasonably might result in a patent application containing classified subject matter*
FAR 52.227-14	Rights in Data – General (Jun 1987), modified in accordance with FAR 927.409(a) and including Alternate V – *applies to this Contract if: (a)*

technical data or computer software is expected to be produced; or (b) if the Contract is for supplies that contain a requirement for production or delivery of data.

FAR 52.227-14 Alternate II shall apply if the delivery of Limited Rights Data is required under this Contract. The following five purposes shall be included at the end of Alternate II, Paragraph (a):

1. *Use (except for manufacture) by other contractors.*
2. *Evaluation by non-government evaluators.*
3. *Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.*
4. *Emergency repair or overhaul work.*
5. *Release to a foreign government, or instrumentality thereof, as the interest of the United States Government may require for information or evaluation, or for emergency repair or overhaul work by such government.*

FAR 52.227-14 Alternate III shall apply if delivery of Restricted Computer Software is required under this Contract.

FAR 52.227-14 Alternate IV shall apply if this Contract is awarded for basic or applied research (other than a contract for the management or operation of Government facilities or where international agreements require otherwise), to be performed solely by universities and colleges.

FAR 52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
FAR 52.242-15	Stop-Work Order (Aug 1989)
FAR 52.244-6	Subcontracts for Commercial Items (Apr 2015)
FAR 52.245-1	Government Property (Aug 2010) – *applies if Government property is supplied to the Contractor or the Contractor is directed to acquire property for use under this Contract*
FAR 52.246-16	Responsibility for Supplies (Apr 1984)
FAR 52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)
FAR 52.249-1	Termination for the Convenience of the Government (Fixed Price) (Short Form) (Apr 1984)
DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000) – *applies if the contract involves work performed directly related to activities at DOE-owned or leased sites.*
DEAR 952.204-71	Sensitive Foreign Nations Control (Mar 2011)
DEAR 952.204-77	Computer Security (Aug 2006) – *applies if contractor will be granted access to computers owned, leased, or operated on behalf of the U.S. Department of Energy*
DEAR 952.211-71	Priorities and Allocations (Apr 2008)
DEAR 952.227-82	Rights to Proposal Data (Apr 1994) - *applies if contract award is based upon a technical proposal.*
DEAR 970.5208-1	Printing (Dec 2000)
DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2010)
DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000) – *applies if this Contract involves the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE or for support services related thereto.*
DEAR 970.5227-8	Refund of Royalties (Aug 2002) – *applies if the amount of royalties reported by Contractor during negotiations of this Contract exceeds $250.*
DEAR 970.5229-1	State and Local Taxes (Dec. 2000)
DEAR 970.5232-3	Accounts, Records, and Inspection (Dec 2010) - *applies if costs incurred are a factor in determining the amount payable.*

The Following Clause Applies if the Contract Value Exceeds $2,500:

FAR 52.222-41	Service Contract Act of 1965, as Amended (Nov 2007) - *applies if the Contract is principally for the furnishing* of *services through the use of "service employees" UNLESS the Contract qualifies for class deviation under Section 4(b) of the McNamara-O'Hara Service Contract Act*
FAR 52.222-55	Establishing a Minimum Wage for Contractors (Dec 2014) – *applies to contracts subject to the Service Contract Labor Standards statute*

when performed wholly or in part in the United States.

The Following Clause Applies if the Contract Value Exceeds $3,000:

FAR 52.222-54 Employment Eligibility Verification (Aug 2013) – *applies for (a) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item) and (b) construction services; only applies for work performed in the United States.*

The Following Clause Applies if the Contract Value Exceeds $10,000:

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) – *applies if performance is wholly or partially in the United States*

The Following Clause Applies if the Contract Value Exceeds $15,000:

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

The Following Clause Applies if the Contract Value Exceeds $25,000:

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) – *Contractor agrees to provide such information to Battelle or to maintain it for a period of not less than three years following contract completion and to provide it to the Government upon request.*

FAR 52.225-1 Buy American Act – Supplies (May 2014) - *unless the requirement is restricted to domestic end products (see FAR 25.101), the goods to be delivered will be used outside the United States, or the goods and materials are not available from U.S. manufacturers*

The Following Clause Applies if the Contract Value Exceeds $30,000:

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)

The Following Clauses Apply if the Contract Value Exceeds $100,000:

FAR 52.222-35 Equal Opportunity for Veterans (Jul 2014)

DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 2002)

The Following Clauses Apply if the Contract Value Exceeds $150,000:

FAR 52.203-6 Restriction on Subcontractor Sales to the Government (Sept 2006)

FAR 52.203-7 Anti-Kickback Procedures (Oct 2010) – excluding paragraph (c)(1)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

FAR 52.215-2 Audit and Records – Negotiation (June 1999)

FAR 52.219-8 Utilization of Small Business Concerns (Oct 2014)

FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014)

FAR 52.222-37 Employment Reports on Veterans (Jul 2014)

FAR 52.225-8 Duty-Free Entry (Oct 2010) – *applies when supplies may be imported into the United States*

FAR 52.227-1 Authorization and Consent (Dec 2007) – *applies without Alternate I if this Contract is for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.*

FAR 52.229-3 Federal, State, and Local Taxes (Apr 2003)

DEAR 952.209-72 Organizational Conflicts of Interest (Aug 2009) - *applies if this contract involves the performance of advisory and assistance services as defined by FAR 37.201.*

The Following Clauses Apply if the Contract Value Exceeds $500,000:

FAR 52.222-50 Combating Trafficking in Persons (Mar 2015) including Alternate I. *Alternate I applies when work will be performed outside the U.S. and when specific U.S. directives or notices regarding combating trafficking in persons apply to contractor employees at the contract place of performance.*

DEAR 952.226-74 Displaced Employee Hiring Preference (Jun 1997)

DEAR 970.5226-2 Workforce Restructuring Under Section3161 of the National Defense

Authorization Act for Fiscal Year 1993 (Dec 2000)

The Following Clause Applies if the Contract Value Exceeds $650,000

FAR 52.219-9 Small Business Subcontracting Plan (Jan 2011) - *applies if the contractor is a large business concern*

The Following Clauses Apply if the Contract Value Exceeds $700,000

FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (Aug 2011) – *applies if cost or pricing data are required*

FAR 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (Aug 2011)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Oct 2010) – *applies if cost or pricing data are required*

FAR 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)

FAR 52.230-2 Cost Accounting Standards (May 2014) – excludes paragraph (b) - *only applies if not exempted under 48 CFR 9903.201-1(b)*

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Oct 2008)

FAR 52.230-6 Administration of Cost Accounting Standards (June 2010) – *only applies if FAR 52.230-2 applies*

The Following Clauses Apply if the Contract Indicates it is for Experimental, Developmental, Research, or Demonstration Work

FAR 52.227-16 Additional Data Requirements (Jun 1987) – *applies if this Contract involves experimental, developmental, research, or demonstration work (other than basic or applied research to be performed solely by a university or college where the contract amount will be $500,000 or less) unless all the requirements for data are believed to be known at the time of contracting and specified in this Contract*

FAR 52.246-7 Inspection of Research and Development – Fixed Price (Aug 1996)

DEAR 952.227-11 Patent Rights – Retention by the Contractor (Short Form) (Mar 1995) – *applies if the Contractor is a small business firm or domestic nonprofit organization as defined by 35 USC 201 unless subject to exceptional circumstances as defined in 35 USC 202 and the Prime Contract.*

DEAR 952.227-13 Patent Rights – Acquisition by the Government (Sep 1997) – *applies if the Contractor is **not** a small business firm or domestic nonprofit organization as defined by 35 USC 201. DOE Patent Counsel shall determine the Patent Rights if this Contract is subject to exceptional circumstances as defined in 35 USC 202 and the Prime Contract.*

DEAR 952.227-84 Notice of Right to Request Patent Waiver (Feb 1998) – *applies when DEAR 952.227-13 above applies.*

DEAR 952.235-71 Research Misconduct (Jul 2005) – *applies if contract involves research*

DEAR 970.5227-4 Authorization and Consent (Aug 2002), paragraph (a) only – *applies if the contract value exceeds $100,000*